

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

SUZANNA BOWLING,

Plaintiff,

v.

JOHNSON & JOHNSON and McNEIL  
NUTRITIONALS, LLC,

Defendants.

Case No. 1:17-cv-03982-AJN

**[PROPOSED] JUDGMENT**

WHEREAS Plaintiff Suzanna Bowling filed a complaint against Defendants Johnson & Johnson and McNeil Nutritionals, LLC on May 25, 2017, alleging that Defendants' labels on Benecol spreads were false and misleading under New York's General Business Law §§ 349 and 350, as well as claims of breach of express warranty, breach of the implied warranty of merchantability, unjust enrichment, negligent misrepresentation, and fraud;

WHEREAS Defendants noticed an appearance on June 19, 2017;

WHEREAS on November 15, 2019, Defendants served Plaintiff with an offer of judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure in which Defendants offered to allow entry of judgment to be taken against Defendants "in the amount of and for the total sum of Five Thousand Dollars (\$5,000) as Plaintiff's total recovery, which sum shall include all claims for reasonable costs accrued to the date of [the] offer, provided that Plaintiff agrees to dismiss the above-captioned matter against [Defendants] with prejudice" (the "Offer");

WHEREAS Plaintiff accepted the Offer on November 27, 2019;

WHEREAS Plaintiff filed notice of the acceptance on January 13, 2020.

NOW THEREFORE, IT IS ORDERED, ADJUDGED and DECREED that a judgment be entered in favor of the Plaintiff as against Defendants, jointly and severally, in the amount of Five Thousand Dollars (\$5,000), which shall include all claims for reasonable costs accrued to the date of the Offer.

New York, NY

Dated: \_\_\_\_\_, 2020

**SO ORDERED.**

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Hon. Alison J. Nathan (U.S.D.J.)